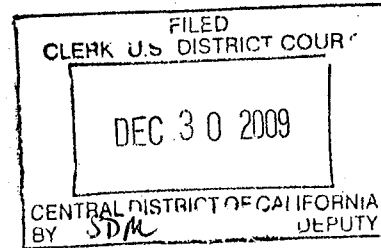


JS-6



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Attorneys for Plaintiff/Counterdefendant  
 HALLADAY & MIM MACK, INC.

UNITED STATES DISTRICT COURT  
 CENTRAL DISTRICT OF CALIFORNIA  
 SOUTHERN DIVISION

HALLADAY & MIM MACK, INC.,

Plaintiff,

v.

TRABUCO CAPITAL PARTNERS,  
 INC.; KURT M. SAXON; and DOES  
 1-10,

Defendants.

CASE NO. SA-8:08-CV-01138-AG-  
 MLG

**Assigned For All Purposes To:**

Judge: Andrew J. Guilford

Dept: 10D

Magistrate: Marc L. Goldman

**STIPULATED JUDGMENT**

TRABUCO CAPITAL PARTNERS,  
 INC.,

Counterclaimant,

v.

HALLADAY & MIM MACK, INC.;  
 and ROES 1-10,

Counterdefendants.

DATE OF FILING: October 14, 2008  
 TRIAL DATE: January 19, 2010

By signing this Stipulated Judgment, Plaintiff/Counterdefendant  
 HALLADAY & MIM MACK, INC. ("HALLADAY") and  
 Defendant/Counterclaimant TRABUCO CAPITAL PARTNERS, INC. ("TCP"),  
 and Defendant KURT M. SAXON ("SAXON"), stipulate and agree as follows:

1           1.     On December 2, 2009, HALLADAY, TCP, SAXON and Others  
2     (specifically, individuals David Ruiz, Woody Tweidt, and Brad Porterfield, who  
3     are not named in this action but who are parties to the Settlement Agreement)  
4     entered into a settlement agreement to resolve this litigation (the "Settlement  
5     Agreement"). This Stipulated Judgment is attached as **Exhibit "A"** to the  
6     Settlement Agreement.

7           2.     TCP and SAXON stipulate to a judgment in favor of HALLADAY  
8     in the total amount of \$18,000.00 (the "Judgment Amount"). HALLADAY  
9     stipulates that TCP and SAXON will be entitled to an offset against the  
10    Judgment Amount in the amount of all monthly payments made to HALLADAY  
11    under the Settlement Agreement as of the date this Stipulated Judgment is filed  
12    with the Court; however, no offset will be allowed if a monthly payment is not  
13    made because of insufficient funds to support the payment.

14          3.     The Judgment Amount represents the amount due and owing to  
15    HALLADAY in full and complete resolution of all of the issues between  
16    HALLADAY, TCP, and SAXON arising out of this litigation, including: (a)  
17    fees due from services performed, interest, costs and fees (including attorney's  
18    fees and costs) pursuant to the February 27, 2006 standard Consulting Engineers  
19    and Land Surveyors of California contract between HALLADAY and TCP, and  
20    TCP'S failure to pay monies due to HALLADAY under invoices 6114 (dated  
21    8/31/06), 6420 (dated 5/2/07), 6421 (dated 5/2/07), 6422 (dated 5/2/07), 6423  
22    (dated 5/2/07), 6589 (7/20/07), and 6590 (7/20/07), for various civil engineering  
23    services that HALLADAY performed for TCP concerning the Travertine Pointe  
24    Estates project in Imperial County, California (the "Project"); and (b) the  
25    unauthorized use and duplication by and on behalf of TCP and SAXON of  
26    certain instruments of service prepared by and on behalf of HALLADAY for the  
27    Project.

28    ///

1           4.     The Judgment Amount in favor of HALLADAY will accrue interest  
2     at the legal rate of ten percent (10%) per annum until paid in full.

3           5.     This Stipulated Judgment shall not be filed with the Court or  
4     recorded in the official records of the County of Orange or any other county  
5     unless TCP and SAXON default under the Settlement Agreement; in this regard  
6     TCP and SAXON, and Others (specifically, individuals David Ruiz, Woody  
7     Tweidt, and Brad Porterfield, who are not named in this action but who are  
8     parties to the Settlement Agreement) have agreed to be jointly and severally  
9     liable for the \$18,000.00 owed to HALLADAY.

10          6.     This Court will retain jurisdiction of this matter.

11          7.     TCP and SAXON knowingly, intelligently, and voluntarily waive  
12     any and all rights to the following: (1) a trial by court or jury; (2) to notice,  
13     hearing, and/or the opportunity to contest or present evidence; (3) to findings of  
14     fact and/or conclusion of law; (4) to appeal, to seek to nullify, to discharge in  
15     bankruptcy, to seek statutory or equitable relief or excuse from or otherwise  
16     challenge any provision of this Stipulated Judgment and any judgment or other  
17     court order sought, obtained, entered and/or enforced in any way related thereto,  
18     including, but not limited to, any motion addressed to the Court pursuant to  
19     Federal Rules of Civil Procedure, or any other provision of law, equity, or other  
20     asserted power of the Court; (5) to assert any argument or reason or excuse for  
21     non-performance; and (6) to assert partial or substantial performance in lieu of  
22     exact performance.

23          8.     At all times material hereto, each party to this Stipulated Judgment  
24     has had the opportunity to seek and consult with legal counsel of his/her/its own  
25     choosing concerning his/her/its rights with respect to the form and content of this  
26     Stipulation and the advisability of executing same.

27          9.     Each of the undersigned agrees that this Stipulated Judgment shall  
28     be interpreted, construed, governed, and enforced under, and pursuant to, the

1 laws of the State of California.

2 10. The parties hereto waive the application to this action of Fed. R.  
3 Civ. P. 41(b), concerning dismissal for lack of prosecution or delay of trial.

4 11. The parties agree that the Court may enter this Stipulated Judgment  
5 without a motion or hearing.

6 12. This Stipulated Judgment shall inure to the benefit of, and shall be  
7 binding upon, each of the parties hereto, their representatives, owners, officers,  
8 directors, assigns, and successors, and each of them.

9 13. Should any dispute or enforcement problems arise regarding the  
10 provisions of this Stipulated Judgment, the prevailing party shall be entitled to  
11 reimbursement of all costs of collection and any reasonable attorney's fees that  
12 the prevailing party incurs in collection or in a lawsuit or action or any appeal  
13 thereof.

14 14. If any of the provisions of this Stipulated Judgment or any portion  
15 of any provision is held by a court of competent jurisdiction to be unenforceable  
16 and invalid, the validity and enforceability of the enforceable portion of any such  
17 provision and of the remaining provisions shall not be adversely affected.

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1           15. This Stipulated Judgment may be signed in counterparts and any  
2 signature by facsimile or email on this Stipulation shall be deemed the same as  
3 an original.

4 **IT IS SO STIPULATED:**

5 **HALLADAY & MIM MACK, INC.**

6  
7 Dated: \_\_\_\_\_, 2009

By: \_\_\_\_\_

8 Name: \_\_\_\_\_

9 Title: \_\_\_\_\_

10  
11 **TRABUCO CAPITAL PARTNERS,**  
12 **INC.**

13 Dated: \_\_\_\_\_, 2009

By: \_\_\_\_\_

14 Name: \_\_\_\_\_

15 Title: \_\_\_\_\_

16  
17 **KURT M. SAXON**

18  
19 Dated: \_\_\_\_\_, 2009

By: \_\_\_\_\_

20 **Kurt M. Saxon**

21  
22 **IT IS SO ORDERED,**  
23 **ADJUDGED, AND DECREED:**

24 Dated: \_\_\_\_\_

25 By: \_\_\_\_\_

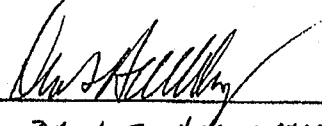
26 **Hon. Andrew J. Guilford**  
27 **U.S. District Judge**

1 15. This Stipulated Judgment may be signed in counterparts and any  
2 signature by facsimile or email on this Stipulation shall be deemed the same as  
3 an original.

4 **IT IS SO STIPULATED:**

5 **HALLADAY & MIM MACK, INC.**

6  
7 Dated: DECEMBER 10, 2009

8 By: 

9 Name: DANA S. HALLADAY

10 Title: PRESIDENT

11 **TRABUCO CAPITAL PARTNERS,**  
12 **INC.**

13 Dated: \_\_\_\_\_, 2009

14 By: \_\_\_\_\_

15 Name: \_\_\_\_\_

16 Title: \_\_\_\_\_

17 **KURT M. SAXON**

18  
19 Dated: \_\_\_\_\_, 2009

20 By: \_\_\_\_\_

21 **Kurt M. Saxon**

22 **IT IS SO ORDERED,**  
23 **ADJUDGED, AND DECREED:**

24 Dated: \_\_\_\_\_

25 By: \_\_\_\_\_

26 **Hon. Andrew J. Guilford**  
27 **U.S. District Judge**

1 15. This Stipulated Judgment may be signed in counterparts and any  
2 signature by facsimile or email on this Stipulation shall be deemed the same as  
3 an original.

4 **IT IS SO STIPULATED:**

5 **HALLADAY & MIM MACK, INC.**

6  
7 Dated: \_\_\_\_\_, 2009

By: \_\_\_\_\_

8 Name: \_\_\_\_\_

9 Title: \_\_\_\_\_

10  
11 **TRABUCO CAPITAL PARTNERS,  
12 INC.**

13 Dated: 12-10, 2009

By: 

14 Name: DAVID A. RUIZ

15 Title: CEO

16  
17 **KURT M. SAXON**

18  
19 Dated: \_\_\_\_\_, 2009

By: \_\_\_\_\_

20 **Kurt M. Saxon**

21  
22 **IT IS SO ORDERED,  
23 ADJUDGED, AND DECREED:**

24 Dated: \_\_\_\_\_

25 By: \_\_\_\_\_  
26 **Hon. Andrew J. Guilford**  
27 **U.S. District Judge**

15. This Stipulated Judgment may be signed in counterparts and any signature by facsimile or email on this Stipulation shall be deemed the same as an original.

IT IS SO STIPULATED:

HALLADAY & MIM MACK, INC.

Dated: \_\_\_\_\_, 2009

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

TRABUCO CAPITAL PARTNERS, INC.

Dated: \_\_\_\_\_, 2009

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

KURT M. SAXON

Dated: 12/8/, 2009

By: Kurt M. Saxon

Kurt M. Saxon

IT IS SO ORDERED,  
ADJUDGED, AND DECREED:

Dated: DEC 30, 2009

By: Hon. Andrew J. Guilford  
U.S. District Judge